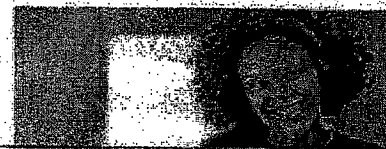


Exhibit D

Declaration of Natalie Sterling
October 2005 Service Agreement



Service Agreement

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This is Service Agreement Version Number 7.6

1. INTRODUCTION. In this Service Agreement ("Agreement"), "you" and "your" refer to each customer ("Customer") and its agents, including each person listed in your account information as being associated with your account, and "we", "us" and "our" refer collectively to Network Solutions, LLC and its wholly-owned subsidiaries ("Network Solutions"). This Agreement explains our obligations to you, and your obligations to us in relation to the Network Solutions service(s) you purchase. By purchasing or otherwise applying for Network Solutions service(s), you agree to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional Network Solutions service(s) or to modify or cancel your Network Solutions service(s) (even if we were not notified of such authorization), this Agreement as amended covers any such service or actions. Additionally, you agree that each person listed in your account information as being associated with your account for any services provided to you (including, but not limited to, domain name registration services) is your agent with full authority to act on your behalf with respect to such services in accordance with the permissions granted, and that the Primary Contact and Account Administrative Contact for your account shall have the authority, without limitation, to terminate, transfer (where transfer is permitted by the Agreement), or modify such services or your account information, or purchase additional services. Any acceptance of your application(s) or requests for our services and the performance of our services will occur at our offices in Herndon, Virginia, the location of our principal places of

business. Except as otherwise expressly set forth in this Agreement, you agree that if you list, directly or by default, Network Solutions as a contact for your account and/or any of the services in your account, we have the right, without notice, to remove our name and/or information from any such account or service and to replace the same with the name and/or information provided by you for any other contact associated with that account or service.

2. VARIOUS SERVICES. Sections 1 through 30 apply to any and all Network Solutions services that you purchase. The terms and conditions set forth in Schedules A through V of this Agreement apply only to customers who have purchased the Network Solutions services referenced in those Schedules. In the event of any inconsistency between the terms of Sections 1 through 30 and the terms of Schedules A through V, the terms of Schedules A through V shall control with regard to the applicable Network Solutions service.

IMPORTANT NOTICE CONCERNING BUNDLED SERVICES: If you purchase Network Solutions services that are sold together as a "bundled" package (e.g., you select a Web Site package that includes both a domain name and a Network Solutions Web Site, as opposed to your purchasing such services separately), termination of any part of the services will result in termination of all Network Solutions services provided as part of the bundled package. Please see Section 10(d) of this Agreement for more information. You acknowledge and agree that some or all of the services you purchase or receive from us may be provided by one or more vendors, contractors or affiliates selected by Network Solutions in its sole discretion.

3. FEES, PAYMENT AND TERM OF SERVICE. As consideration for the services you purchased, you agree to pay Network Solutions the applicable service(s) fees set forth on our Web site at the time of your selection, or, if applicable, upon receipt of your invoice from Network Solutions. All fees are due immediately and are non-refundable, except as otherwise expressly noted in one or more of the Schedules to this Agreement. If you qualify, we may extend payment terms to you under our Business Account Credit Program. Unless otherwise specified herein or on our Web site, each Network Solutions service is for a one-year initial term and renewable thereafter for successive one to ten-year terms, as set forth during the renewal process. Any renewal of your services with us is subject to our then current terms and conditions, including, but not limited to, successful completion of any applicable authentication procedure, and payment of all applicable service fees at the time of renewal and in the case of domain name re-registration, the domain name registry's acceptance of your domain name registration. Except with respect to service to which you subscribe on a monthly basis, we will endeavor to provide you notice prior to the renewal of your services at least fifteen (15) days in advance of the renewal date. Additional payment terms may apply to the Network Solutions services you purchase, as set forth in the applicable Schedules to this Agreement. We may provide you with an opportunity to "opt in" to our automatic renewal process in accordance with the instructions (and subject to your agreement to the terms and conditions pertaining to that process) on our Web site. You agree that if you use of our auto-renew service, we will attempt to renew your service approximately sixty (60) days prior to its expiration, for the same term then-currently in place for the service, and at the then-current price for the service. You acknowledge and agree that the renewal price may be higher or lower than the price you paid for the then-current term of the service, and that we are authorized to charge your credit card on file for the renewal of the service(s). In any event, you are solely responsible for the credit card information you provide to Network Solutions and must promptly inform Network Solutions of any changes thereto (e.g., change of expiration date or account number). In addition, you are solely responsible for ensuring the services are renewed. Network Solutions shall have no liability to you or any third party in connection with the renewal as described herein, including, but not limited to, any failure or errors in renewing the services. In order to process a renewal under our auto-renew service, we may use third-party vendors for the purpose of updating the expiration date and account number of your credit card on file. Such third-party vendors maintain relationships with various credit card issuers and may be able to provide us with the updated expiration date and account number for your credit card by comparing the information we have on file with the information the third-party has on file. By selecting our auto-renew service, you acknowledge and agree that we may share your credit card information with such a third-party vendor for the purpose of obtaining any update to your credit card expiration date and account number. You agree to pay all value added, sales and other taxes (other than taxes based on Network Solutions income) related to Network Solutions services or payments made by you hereunder. All payments of fees for Network Solutions services shall be made in U.S. dollars. Set up fees, if any, will become payable on the applicable effective date for the applicable Network Solutions services. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less.

4. ACCURATE INFORMATION. You agree to: (1) provide certain true, current, complete and accurate information about you as required by the application process; and (2) maintain and update according to our modification procedures the information you provided to us when purchasing our services as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services. You agree that Network Solutions (itself or through its third party service providers) is authorized, but not obligated, to use Coding Accuracy Support System (CASS) certified software and/or the National Change of Address program (and/or such other systems or programs as may be recognized by the United States Postal Service or other international postal authority for updating and/or standardizing address information) to change any address information associated with your account (e.g., registrant address, billing contact address, etc.), and you agree that Network Solutions may use and rely upon any

such changed address information for all purposes in connection with your account (including the sending of invoices and other important account information) as though such changes had been made directly by you.

PRIVACY. Our privacy statement, (a) for Web sites and/or value added services purchased through www.netsolwebsites.com is located on our Web site at <http://wsn.ezsitedesigner.com/privacy/PrivacyPolicy.html> and is incorporated herein by reference, as it is applicable to such Web site purchases (other services purchased through www.netsolwebsites.com, including, but not limited to, domain name registrations, are covered by the privacy statement set forth on our Web site at <http://www.networksolutions.com/legal/privacy-policy.html>), (b) for Network Solutions services purchased through www.mycomputer.com is located on our Web site at http://www.mycomputer.com/agreements/privacy_policy.html and is incorporated herein by reference for all such Network Solutions services, and (d) for all other Network Solutions services is located on our Web site at <http://www.networksolutions.com/legal/privacy-policy.html> and is incorporated herein by reference for all such Network Solutions services. The applicable privacy statement sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We will post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us except as otherwise expressly provided in one or more of the Schedules attached hereto. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information.

6. OWNERSHIP. Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Network Solutions services identified herein ("Network Solutions Intellectual Property Rights") are owned by Network Solutions or its licensors, and you agree to make no claim of interest in or ownership of any such Network Solutions Intellectual Property Rights. You acknowledge that no title to the Network Solutions Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the Network Solutions or its licensors' service, other than the rights expressly granted in this Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such Derivative Work shall be owned by Network Solutions and all right, title and interest in and to each such Derivative Work shall automatically vest in Network Solutions. Network Solutions shall have no obligation to grant you any right in any such Derivative Work.

7. EXCLUSIVE REMEDY; TIME LIMITATION ON FILING ANY CLAIM. YOU AGREE THAT OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY NETWORK SOLUTIONS SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR SUCH SERVICE(S) DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL NETWORK SOLUTIONS, ITS LICENSORS AND CONTRACTORS (INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE FOR WEBSITES FROM NETWORK SOLUTIONS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF NETWORK SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN NETWORK SOLUTIONS'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. Network Solutions and its licensors and contractors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of god; (4) loss or liability resulting from the unauthorized use or misuse of your account number, password or security authentication option; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this agreement; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability

resulting from the development or interruption of your web site or your Network Solutions web site; (8) loss or liability from your inability to use our e-mail service, web site manager service or any component of the subscription service (for websites from Network Solutions); (9) or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agent's failure to pay any fees, including the initial registration fee or reregistration fee; (10) loss or liability as a result of the application of our dispute policy; or (11) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in xml, xkms, or any other standard not under Network Solutions sole control. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED.

8. DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF OUR SERVICE(S) OR OUR LICENSORS' SERVICES IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL OF SUCH SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. WE AND OUR LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER NETWORK SOLUTIONS NOR OUR LICENSORS MAKE ANY WARRANTY THAT SERVICE(S) LICENSED HEREUNDER WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE OR OUR LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. WE ARE NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY.

9. INDEMNITY. You agree to release, indemnify, defend and hold harmless Network Solutions and any of our (or their) contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of (a) this Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) the Network Solutions services or your use of such services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of our operating rules or policies relating to the service(s) provided, (e) any information or data you supplied to Network Solutions, including, without limitation, any misrepresentation in your application, if applicable, (f) the inclusion of meta-tags or other elements in any website created for you or by you via the Network Solutions services, or (g) any information, material, or services available on your licensed Network Solutions Web Site. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement. We shall have the right to participate in any defense by you of a third-party claim related to your use of any of the Network Solutions services, with counsel of our choice at our own expense. We shall reasonably cooperate in the defense at your request and expense. You shall have sole responsibility to defend us against any claim, but you must receive our prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

10. TERMINATION.

a. By You. You may terminate this Agreement upon at least thirty (30) days written notice to Network Solutions for any reason.

b. By Us. We may terminate this Agreement or any part of the Network Solutions services at any time in the event you breach any obligation hereunder, fail to respond within ten (10) calendar days to an inquiry from us concerning the accuracy or completeness of the information referred to in Section 4 of this Agreement, if we determine in our sole discretion that you have violated the Network Solutions Acceptable Use Policy, which is located on our Web site at <http://www.networksolutions.com/legal/aup.html> and is incorporated herein and made part of this Agreement by reference, or upon thirty (30) days prior written notice if we terminate or significantly alter a product or service offering.

c. **Effect of Termination.** Except as otherwise expressly set forth herein or on our Web site, Network Solutions will cease charging your credit card, if applicable, for any monthly service fees as of the expiration of the monthly billing cycle in which the termination is effective. Unless otherwise specified in writing by Network Solutions, you will not receive any refund for payments already made by you as of the date of termination, and, you may incur additional fees (in the case of a monthly or annual subscription being paid over time, as provided in various Schedules below). If termination of this Agreement is due to your default hereunder, you shall bear all costs of such termination, including any reasonable costs Network Solutions incurs in closing your account. You agree to pay any and all costs incurred by Network Solutions in enforcing your compliance with this Section. Upon termination, you shall destroy any copy of the materials licensed to you hereunder and referenced herein. You agree that upon termination or discontinuance for any reason, we may delete all information related to you on the Network Solutions service, if applicable. In addition to the terms set forth herein, certain Network Solutions services may have additional terms regarding termination, which are set forth in the applicable Schedule.

d. **Effect of Termination of Bundled Services.** In addition to the terms set forth in subsection 10(c) above, if you purchase Network Solutions services which are sold together as part of a "bundled" package of services, any termination relating to such bundle will terminate all Network Solutions services included in such bundle. For instance, any domain name registered with or maintained by Network Solutions under this Agreement (but not including any domain names you may have registered, either with Network Solutions or a third-party registrar, separately and not as part of a bundled service) will be cancelled and may thereafter be available for registration by another party. Upon the effective date of termination, Network Solutions will no longer provide the bundled services to you, any licenses granted you shall immediately terminate, and you shall cease using such services immediately; provided, however, that we may, in our sole discretion and subject to your agreeing to be bound by the applicable agreement(s) and to pay the applicable fees, allow you to convert certain services included in the bundled services to stand alone services.

11. REPRESENTATIONS AND WARRANTIES. You agree and warrant that: (i) neither your registration nor use of the any of the Network Solutions services nor the manner in which you intend to use such Network Solutions services will directly or indirectly infringe the legal rights of a third party, (ii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, (iii) you have selected the necessary security option(s) for your domain name registration record, (iv) you are of legal age to enter into this Agreement (or you are at least 13 years of age and have your parents' permission to apply for services hereunder); and (vi) you agree to comply with all applicable laws and regulations.

12. MODIFICATIONS TO AGREEMENT. Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective 30 days after posting of the revised Agreement or change to the service(s) on Network Solutions Web sites, or upon notification to you by e-mail or United States mail. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, except as expressly noted otherwise in one or more of the Schedules to this Agreement, but you will not incur any additional fees. By continuing to use Network Solutions services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of Network Solutions is authorized to alter or amend the terms and conditions of this Agreement.

13. ACCOUNT ACCESS. To access or use the Network Solutions services or to modify your account, you may be required to establish an account and obtain a login name, account number, password and/or passphrase. You authorize us to process any and all account transactions initiated through the use of your password and/or passphrase. You are solely responsible for maintaining the confidentiality of your password and passphrase. You must immediately notify us of any unauthorized use of your password or passphrase, and you are responsible for any unauthorized activities, charges and/or liabilities made through your password or passphrase. In no event will we be liable for the unauthorized use or misuse of your login name, account number, password or passphrase. You agree that we may log off any account that is inactive for an extended period of time.

14. AGENTS. You agree that, if your agent, (e.g., your Primary Contact or Account Administrative Contact, Internet Service Provider, employee) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the domain name dispute policy. Your continued use of our services ratifies any unauthorized actions of your agent. By using your login name, account number or password, or otherwise purporting to act on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement, that he or she has apprised you of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on your

behalf. In addition, you are responsible for any errors made by your agent.

RESERVED

16. RIGHT OF REFUSAL. We, in our sole discretion, reserve the right to refuse to register your chosen domain name, issue you a digital certificate, or register you for other Network Solutions service(s), or to delete your chosen domain name within the first thirty (30) calendar days from receipt of your payment for such services. In the event we do not register your chosen domain name, issue you a digital certificate, or register you for other Network Solutions service(s), or we delete your chosen domain name or other Network Solutions service(s) within such thirty (30) calendar day period, we agree to refund any applicable fee(s) you have paid. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register your chosen domain name, refusal to issue a digital certificate, the deletion of your chosen domain name or refusal to register you for other Network Solutions service(s).

17. NOTICES AND ANNOUNCEMENTS. (a) Except as expressly provided otherwise herein, all notices to Network Solutions shall be in writing and delivered via overnight courier or certified mail, return receipt requested to Network Solutions, LLC, Attention: Legal Department, 13200 Woodland Park Drive, Herndon, Virginia 20171-3025. All notices to you shall be delivered to your mailing address or e-mail address as provided in your account information (as updated by you pursuant to this Agreement) or to any e-mail address associated with your domain name registration(s) with Network Solutions. (b) You authorize us to contact you as our customer via telephone, at the number provided by you in your account information (as updated by you pursuant to this Agreement), which telephone number is incorporated herein by reference, e-mail or postal mail regarding information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails, telephone solicitations and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters.

18. SEVERABILITY. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

19. ENTIRE AGREEMENT. You agree that this Agreement, the rules and policies incorporated by reference in this Agreement (including, without limitation, the dispute policy and the privacy statement) are the entire, complete and exclusive agreement between you and us regarding our services and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by you for the services.

20. ASSIGNMENT AND RESALE. Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes any of the services (or portion thereof) without Network Solutions prior express written consent.

21. GOVERNING LAW.

a. You and Network Solutions agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of the Commonwealth of Virginia, United States of America, excluding its conflict of laws rules. You and we each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Eastern District of Virginia, Alexandria Division for any disputes between you and Network Solutions under, arising out of, or related in any way to this Agreement (whether or not such disputes also involve other parties in addition to you and Network Solutions). If there is no jurisdiction in the United States District Court for the Eastern District of Virginia, Alexandria Division, for any such disputes, you and we agree that exclusive jurisdiction and venue shall be in the courts of Fairfax County, Fairfax, Virginia.

b. Reserved.

c. The parties hereby waive any right to jury trial with respect to any action brought in connection with this Agreement.

d. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

22. AGREEMENT TO BE BOUND. By applying for a Network Solutions service(s) through our online application process or otherwise, or by using the service(s) provided by Network Solutions under this Agreement, you acknowledge that you have read and agree to be bound

by all terms and conditions of this Agreement and documents incorporated by reference.

INDEPENDENT PARTIES. Neither party nor their employees, consultants, contractors or agents are agents, employees or joint ventures of the other party, and they do not have any authority to bind the other party by contract or otherwise to any obligation. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

24. WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of Network Solutions. The remedies of Network Solutions under this Agreement shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any prior or subsequent breach.

25. EXPORT RESTRICTIONS. You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your products incorporating or using any Network Solutions services in violation of the laws and regulations of any applicable jurisdiction.

26. U.S. Government Users. In the event any software is provided by Network Solutions to a U.S. Government User, the software and accompanying documentation which are used as part of the Network Solutions service are "commercial items," as such terms are defined at 48 C.F.R. 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sep 1995) and is provided to the U.S. Government only as a commercial end item. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (Jun 1995), all U.S. Government entities acquiring the use of the Service and accompanying documentation shall have only those rights set forth herein.

27. FORCE MAJEURE. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, Network Solutions may immediately terminate this Agreement.

28. HEADINGS. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

SURVIVAL. In the event this Agreement terminates as provided herein, Sections 1, 2, 3, 6, 7, 8, 9, 10(c), 10(d), 14, and 17 through of this Agreement shall survive such expiration or termination.

30. AIRLINE FREQUENT FLYER MILES. Network Solutions may provide you with the opportunity to receive airline frequent flyer miles ("Miles") with select airlines as determined by Network Solutions, in its sole discretion from time to time, for qualifying purchases in accordance with the terms and conditions set forth on our Web site. You acknowledge and agree that (a) any Miles accrued and awards issued are subject to the terms and conditions of the applicable frequent flyer program, (b) all applicable taxes and fees related to such Miles and/or award travel are your responsibility, (c) in order to earn Miles for qualifying purchases the name on your Network Solutions account and the applicable frequent flyer account must match, (d) Network Solutions has your permission to provide your account information to the applicable airline granting any such Miles, (e) you will only be eligible to receive up to one hundred thousand (100,000) American Airlines® AAdvantage® Miles during a 12-month period if you are a U.S. entity or citizen or sixty thousand (60,000) American Airlines AAdvantage Miles during a 12-month period if you are a non-US entity or citizen, (f) you will only be eligible to receive up to fifty thousand (50,000) United® Mileage Plus® Miles during a 12-month period, (g) all Delta SkyMiles® credited to your Delta SkyMiles program account shall be standard miles and shall not count toward medallion or other elite status unless otherwise stated by Delta, (h) all US Airways® Dividend Miles terms and conditions apply, and (i) all claims related to or arising from uncredited Miles must be made within one (1) year of the date of any such qualifying purchase. Please allow 8-10 weeks for miles to be posted to the applicable frequent flyer account. Miles will be processed after two full months of service for Web Hosting transactions. You are eligible to earn Miles for qualifying purchases unless otherwise stated by the applicable airline frequent flyer program, your employer or other third party. American Airlines and AAdvantage are registered marks of American Airlines, Inc. American Airlines reserves the right to change the AAdvantage program at any time without notice. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage program, visit www.aa.com.

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United may change Mileage Plus program rules, regulations, travel awards and special offers or terminate the Mileage Plus program at any time and without notice. United, its subsidiaries, affiliates, and agents are not responsible for any products and services of other participating companies. For complete details about the Mileage Plus program, visit www.united.com. Network Solutions reserves the right to end or amend this program without notice.

SERVICE SPECIFIC TERMS: The following terms apply in addition to Sections 1 through 30 only if you have purchased the particular service described:

SCHEDULE A TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO REGISTRANTS OF DOMAIN NAMES

1. **Security.** Network Solutions does not guarantee the security of your domain name registration records, and you assume all risks that the password and/or passphrase you select may be compromised as a result of fraudulent, unauthorized or illegal activity.
2. **Fees and Payment.** Initial domain name registrations, and domain name registrations that have passed the registration agreement's anniversary date, must be in a paid status to transfer, delete, modify, or otherwise to request Network Solutions to affect the domain name record or to provide domain name services. Domain name registrations in an unpaid status are routinely deleted on a regular basis.
3. **Transfers and Licensing of Use.** You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration with us. You may transfer your domain name registration to a third party of your choice, subject to the procedures and conditions found at: <http://www.networksolutions.com/legal/static-service-agreement.html#nca>, incorporated herein by reference. Even if you license the use of our domain name registration services to a third party, you remain responsible for complying with all terms and conditions of this Agreement, and you accept liability for harm caused by such licensee's wrongful use of our domain name registration services, unless you promptly disclose the identity of such licensee upon request by any person who provides reasonable evidence of actionable harm.
4. **Network Solutions's Disclosure of Certain Information.** Subject to the requirements of our privacy statement, in order for us to comply the current rules and policies for the domain name system, you hereby grant to Network Solutions the right to disclose to third parties through an interactive publicly accessible registration database the following mandatory information that you are required to provide when registering or reserving a domain name: (i) the domain name(s) registered by you; (ii) your name and postal address; (iii) the name(s), postal address(es), e-mail address(es), voice telephone number and where available the fax number(s) of the technical and administrative contacts for your domain name(s); (iv) the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s); (v) the corresponding names of those nameservers; (vi) the original creation date of the registration; and (vii) the expiration date of the registration. You also grant to Network Solutions the right to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via telephone, facsimile, or e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.
5. **Domain Name Dispute Policy.** If you registered a domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. The current version of the domain name dispute policy may be found at our Web site: <http://www.netsol.com/legal/dispute-policy.html>.
6. **Domain Name Dispute Policy Modifications.** You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.
7. **Domain Name Disputes Brought by Third Parties.** You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. For the adjudication of any disputes brought by a third party against you concerning or arising from your use of a domain name registered with us or your use of our domain name registration services, you (but not Network Solutions) agree to submit to subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Eastern District of Virginia, Alexandria Division and the courts of your domicile. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or

administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us. You agree that we will comply with all court orders, domestic or international, directed against you and/or the domain name registration.

8. No Guaranty. You agree that, by registration of your chosen domain name, such registration does not confer immunity from objection to either the registration or use of your domain name.

9. Revocation. You agree that we may suspend, cancel or transfer your services, including, but not limited to, domain name registration services in order to: (i) correct mistakes made by us, another registrar or the registry in registering your chosen domain name, or (ii) to resolve a dispute under our domain name dispute policy.

10. Survival. In the event the Agreement or this Schedule terminates, Sections 4, 5, 6, 7, 9, 10, 12, 13, and 14 of this Schedule shall survive such expiration or termination.

11. Under Construction Page. You acknowledge and agree that any or all domain names that are (i) registered with Network Solutions, (ii) hosted on a Network Solutions domain name server, and (iii) do not otherwise resolve to an active Web site, may resolve to an "under construction" or similar temporary Web page ("Under Construction Page"), and that Network Solutions may place on any such Under Construction Page promotions and advertisements for, and links to, Network Solutions's Web site, Network Solutions product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines. You agree that Network Solutions may change the content and/or appearance of, or disable, any Under Construction Page at any time, in its sole discretion, and without prior notice. If for any reason, you do not want a domain name to resolve to the Under Construction Page described above, you may select an Under Construction Page that contains only Network Solutions branding and a domain name registration search box, as provided on our Web Site.

12. Requests to Change Registrar; Transfers Generally. You agree that Network Solutions may deny any request to transfer a domain name registration that is otherwise capable of transfer to another registrar where you fail to respond appropriately to a transfer confirmation request from Network Solutions. Furthermore, you acknowledge and agree that pursuant to applicable policies adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN") related to the transfer of domain names it is possible for your domain name to be transferred to another registrar even though the transfer has not actually been approved by you, and you agree that we shall not be liable to you for any such unauthorized transfers. You also acknowledge and agree that we cannot control and shall not be able to you for the actions of third parties, including but not limited to registry operators, in connection with a domain name transfer, reversal of or refusal to reverse a domain name transfer, whether or not the transfer was approved by you.

13. Domain Protect. You agree that we may, but are not obligated to, place your domain name registration in a Domain Protect status to prevent unauthorized transfers of your domain name registration, as described on our Web site. You acknowledge and agree that in order to transfer a domain name registration that is in a Domain Protect status, you may first have to access the account manager tool on our Web site and remove the domain name registration from Domain Protect status.

14. Grace Period; IP Address Changes; Renewal and Transfer of Expired Domain Names on Your Behalf. You agree that we may, but are not obligated to, allow you to renew your domain name after its expiration date has passed. You agree that after the expiration date of your domain name registration and before it is deleted or renewed, we may direct your domain name to an IP address designated by us, including, without limitation, to an IP address which hosts a parking, under construction or other temporary page that may include promotions and advertisements for, and links to, Network Solutions's Web site, Network Solutions product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines, and you agree that we may place our contact information in the WHOIS output for the expired domain name. Should you not renew your domain name during any applicable grace period, you agree that unless you notify us to the contrary we may, in our sole discretion, renew and transfer the domain name to a third party on your behalf (such a transaction is hereinafter referred to as a "Direct Transfer"), and your failure to so notify us after the domain name expiration date shall constitute your consent to such a Direct Transfer. In the event we are able to identify such a third party (the "Direct Transfer Customer") and effectuate such a Direct Transfer, we will notify you via email after the transaction is completed ("Direct Transfer Notification"). Additionally, you will be eligible to receive a portion of the funds received by us as a result of a Direct Transfer of your domain name, as follows: (i) if you registered your domain name with Network Solutions directly through our Web site, you will be eligible to receive twenty percent (20%) of the Net Proceeds received by us from our third party vendor as a result of a Direct Transfer; and (ii) if you registered your domain name with Network Solutions through a third party agent (such as your ISP, for example), you will

be eligible to receive fifteen percent (15%) of the Net Proceeds received by us from our third party vendor as a result of a Direct Transfer. You acknowledge and agree that the Direct Transfer process may be facilitated through a single Direct Transfer Customer, or through a bid auction involving multiple parties who are interested in your domain name. For purposes of this paragraph, "Net Proceeds" shall mean the total fees paid to us by our third party vendor as a result of a Direct Transfer, less any registry fees, credit card charge-backs, processing and check fees, and other costs or fees associated with the Direct Transfer of the domain name. You agree that we shall have no obligation to pay you, and you shall have no right to receive, any percentage of the Net Proceeds unless, within ninety (90) days after the date of our Direct Transfer Notification, you first provide us with the name, address and related information requested by us (including, but not limited to, a Form W-9, if applicable) in our Direct Transfer Notification. We cannot guarantee, and we make no representation or promise, that any Direct Transfer will occur with respect to your domain name.

15. New Customers through a Backorder Service. If you are registering a domain name through a backorder service and that domain name was registered with, and not yet deleted by, Network Solutions at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date for the domain name immediately prior to your purchase, as the registration is the result of a Direct Transfer (defined above). If you are registering a domain name through a backorder service and the domain name was not registered with Network Solutions at the time of your purchase but was deleted by the applicable top-level domain registry at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the date it is initially registered with Network Solutions by the provider of the backorder service.

SCHEDULE B TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO REGISTRANTS OF DOMAIN NAMES IN THE COUNTRY CODE TOP-LEVEL DOMAINS.

I. All cc-TLDs. In addition to the terms set forth in Schedule A, the following terms shall apply to registrants of domain names registered in the country-code top-level domains available for registration on our Web site, including but not limited to the .tv, .cc, .bz, .ws, .au, .uk, .org.uk, .co.uk, .be, .br, .az, .at, .com.mx, .nz, .net.nz, .org.nz, .jp and .de country-code top-level domains ("ccTLD Services"). Your registration of a domain name in any ccTLD (each a "New TLD Domain Name"), is subject to policies and service agreements established or revised from time to time by the registry (or operator of such registry) for such New TLD Domain Name ("New TLD Registry"), in its capacity as the registry for its respective Top Level Domain. Each respective New TLD Registry's current policies and service agreements ("New TLD Registry Policies") are available for you to review at each New TLD's respective website (for example, the registry policy for .bz can be found at <http://www.belizenic.bz/terms.php>, the registry policy for .be can be found at http://www.dns.be/eng/DomainInfo/enduser_termsandconditions.htm, the registry policy for .com.mx can be found at http://www.nic.mx/nic/pls/qi/nic_Politicass_Politicass_Dominios, the registry policy for .nz can be found at <http://www.domainz.net.nz/Domainz.asp?Content=Terms>, the registry policy for .de can be found at <http://www.denic.de/doc/DENIC/agb.en.html>, the registry policy for .uk can be found at <http://www.nominet.org.uk/nominet-terms.html>). You agree to be bound by and comply with the applicable New TLD Registry Policies, including amendments and modifications thereto, with respect to your New TLD Domain Name registration. You acknowledge and agree that you have reviewed and satisfied yourself as to the obligations and conditions contained in the applicable New TLD Registry Policies. Such policies shall not alter the terms and conditions of this Agreement. To the extent there is a conflict between the New TLD Registry policies and the terms of this Agreement, the terms of this Agreement shall prevail. You agree that the New TLD Registry has the right to enforce the New TLD Registry Policies. With respect to any domain name registrations in the .de ccTLD, and subject to the limitation of liability and indemnification provisions contained in Sections 7 and 9, respectively, of the General Terms and Conditions of the Agreement, you authorize and direct us to designate Network Solutions (or our vendor's) personnel as your administrative contact for all such domain name registrations. With respect to any domain name registrations in the .nz ccTLD, and subject to the limitation of liability and indemnification provisions contained in Sections 7 and 9, respectively, of the General Terms and Conditions of the Agreement, you authorize and direct us (or our selected vendor) to (i) submit service request to and interact with the .nz New TLD Registry on your behalf and (ii) designate a Network Solutions email address (or the email address of our selected vendor) as the registrant email address of record with the .nz New TLD Registry. With respect to any domain name registrations in the .co.nz, .org.nz, or .net.nz, you acknowledge and agree that email address for any domain name registrations will be defaulted to VeriSign, Inc.

II. Submission of ccTLD Orders. Subject to the terms hereof and the applicable New TLD Registry Policies, you may, through the use of the Network Solutions ccTLD Services or such other means as Network Solutions may designate in writing, place orders for the Network Solutions ccTLD Services. Such orders shall be submitted in the form and manner prescribed by Network Solutions. By submitting an order for any ccTLD Services, You represent and warrant to Network Solutions that the order is consistent with the New TLD Policies for the applicable New TLD Registry. You expressly authorize Network Solutions to bind you to all terms and conditions in any corresponding registry or registrar for the ccTLD Services provided pursuant to this Schedule. Furthermore, you acknowledge and agree that in certain specific instances a specific New TLD Registry may require direct contact with the Registrant or through Network Solutions or a third

party provider of the ccTLD Services.

Compliance with Registrar and Registry Policies. You are solely responsible for ascertaining the contents of any New TLD Registry policies and any amendments or modifications thereto. You represent and warrant that any order you submit for ccTLD Services is compliant with the applicable registry policies, terms and conditions. You further represent and warrant that any information provided by or through you to Network Solutions in connection with the services hereunder is accurate and complete, and submitted in the form required by the applicable registry. You also agree that you have a continuing obligation to periodically monitor such policies for any changes.

IV. Supporting Documentation. You agree to timely provide Network Solutions with all information and supporting documentation reasonably requested by Network Solutions to fulfill any accepted order. If such information is not provided prior to the earlier of the time required for the provision of the ccTLD Services or a period of thirty (30) days from the date of the request, or if the information provided is incorrect or false, Network Solutions may terminate the portion of the order for which information was requested, and any fees paid in connection therewith shall be non-refundable or, if fees have not yet been paid, a 10% processing fee shall be applied.

V. Warranties. You represent and warrant that any ccTLD domain name registered pursuant to an order made hereunder is registered and used for lawful purposes.

VI. NO GRACE PERIOD for certain ccTLDs Registrations. There are no grace or redemption periods available for the following country specific domain names: .co.uk, .org.uk, .me.uk, .de, .jp, .be, .at, .co.nz, .net.nz, .org.nz, .mx. country-specific extensions ("Country Specific Domain Name(s)"). In addition, if you do not renew your Country Specific Domain Name prior to the renewal date for such country specific domain name, then you run the risk of loss of your Country Specific Domain Name. Due to this risk of permanent loss of your Country Specific Domain Name, as well as all other services purchased at the same time with these country-specific extensions, Network Solutions has placed these particular Country Specific Domain Names on automatic renewal ("Auto Renew") upon your purchase. This feature may be turned off by the Account Holder/Primary Contact or Account Administrative Contact. To turn the Auto Renew feature on or off, click the Renew Services tab, and then click the link in the Auto Renew column. **PLEASE NOTE THAT YOUR FAILURE TO RENEW YOUR COUNTRY SPECIFIC DOMAIN NAMES AND RELATED SERVICES BEFORE THE DATES LISTED BELOW WILL RESULT IN A FOURTEEN (14) DAY INTERRUPTION IN SERVICE ("INTERRUPTION PERIOD") BEFORE THE END OF YOUR THEN CURRENT TERM, AFTER WHICH YOUR COUNTRY SPECIFIC DOMAIN NAME WILL BE DELETED FROM THE REGISTRY.** You acknowledge and agree that by purchasing Country Specific Domain Name services from Network Solutions that Network Solutions shall not be liable for the following: (1) any loss, damage or liability you incur due to any interruption caused by your failure to renew the services; (2) any loss, damage or liability you incur due to the loss of domain name registrations as a result of the failure to renew such services; and (3) your sole and exclusive remedy for any claim arising under this Country Specific Domain Name service shall be limited to those remedies provided under Section 7 (Exclusive Remedy) of this Service Agreement. Network Solutions, **disclaims any and all liability in the loss of domain name registrations due to failure to renew services.**

.co.uk, .org.uk, .me.uk, .de, and .be country-specific extensions must be renewed no later than twenty six (26) days before the domain name's expiration date to avoid a fourteen (14) day interruption in service.

.jp, .at, .co.nz, .net.nz, .org.nz, and .mx country-specific extensions must be renewed no later than fifty seven (57) days before the domain name's expiration date to avoid a fourteen (14) day interruption in service.

We will send a reminder up to one hundred five (105) days before the expiration date reminding you that your country-specific domains will automatically renew, so that you have enough time to make sure your credit card information is up-to-date. Sixty (60) days before the expiration date the credit card on file will be charged the current rate for the service(s) and will be renewed for the same term the service(s) were last registered or renewed. To ensure continuation of service, please be certain you have a valid credit card on file.

If you turn-off the Auto Renew feature, Network Solutions will send you several notices to ensure you have enough time to renew your Country Specific Domain Names. To ensure continuation of service, please be certain you have a valid e-mail address on file.

VII. Additional Terms.

1. .co.nz, .org.nz and .nz have a legal age requirement of eighteen (18) years of age.
2. Airline miles can not be earned with a purchase of ccTLD services.
3. .uk registry may, in its sole discretion, not allow the Private Registration service to be used by businesses who register a .co.uk, .org.uk, and/or .me.uk country-specific domain name. Refunds will not be given for the Private Registration services in this scenario.
4. No transfers or legal name changes are allowed for .co.uk, .org.uk, .me.uk, .de, .jp, .be, .at, .co.nz, .net.nz, .org.nz, or .mx country-specific domain name registrations, which includes, but is not limited to, CRA, RNCA, channel transfers, account consolidation by 2 or more users.

5. Customers registering a .de country-specific domain name must utilize the Network Solutions proxy Administrative Contact settings if the Account Holder/Primary Contact or Account Administrative Contact does not have a German address.
6. Failure to comply with any of the .co.uk, .org.uk, .me.uk, .de, .jp, .be, .at, .co.nz, .net.nz, .org.nz, or .mx country-specific domain name terms and conditions will be considered breach of contract and loss of domain name by, in its sole discretion, Network Solutions or the applicable registry.
7. The Network Solutions Domain Protect Service is not applicable for .co.uk, .org.uk, .me.uk, .de, .jp, .be, .at, .co.nz, .net.nz, .org.nz, .mx country-specific domain name registrations.

VIII. Additional Terms for .AU ccTLD. In addition to the terms set forth in Schedule A and above in this Schedule, the following additional terms shall apply to registrants of domain names registered in the .au country-code top-level domain.

Summary

The terms and conditions set forth below govern the registration of domain names in the .au country-code top-level domain and are mandated by auDA (as defined below).

For purposes of this Schedule, the defined terms set forth below shall have the following meaning:

"auDA" means .au Domain Administration Limited ACN 079 009 340, the regulatory body responsible for administering the .au ccTLD and its associated sub-domains.

"ccTLD" means country code top-level domain of the domain name system, corresponding to the two-letter code of the ISO 1366 standard codes for the representation of name of country territories. Thus, for example, the ccTLD for Mexico is ".mx" and the ccTLD for Japan is ".jp." The term "ccTLD" specifically excludes generic top-level domains now existing or identified by ICANN in the future, including without limitation .com, .net, .org, .biz, .info, .name, .aero, .coop or .pro.

"Domain Name" means the domain name registered in the .au country-code top-level domain in accordance with this Agreement.

"Domain Name Application" means an application by a Registrant for a Domain Name License, or the renewal of an existing Domain Name License.

"Domain Name License" means the License to use a Domain Name for a specified period of time, as evidenced by a certificate of registration issued by the Registrar to the Registrant.

"National Privacy Principles" has the same meaning as in the *Privacy Act 1988* (Cth).

"Published Policies" means those specifications and policies established and published by auDA from time to time, as the self-regulatory body responsible for the administration of the .au ccTLD, in accordance with its constitution.

"Registrant" means a holder of, or an applicant for, a Domain Name License, and includes its agent.

"Registrant Agreement" means this Agreement.

"Registrant Data" means the Registrant data submitted by the Registrar to the Registry.

"Registrar" means Network Solutions, LLC and its wholly owned subsidiaries.

1. REGISTRAR'S AGENCY.

The Registrar agrees and covenants to act as agent for auDA for the sole purpose, but only to the extent necessary, to enable auDA to receive the benefit of rights and covenants conferred to them under this Registrant Agreement.

2. REGISTRATION OF DOMAIN NAMES

2.1 A Domain Name Application must be in the form prescribed under the Published Policies. The Domain Name must comply with the Published Policies.

2.2 The Registrar and the Registrant do not have any proprietary right arising from:

2.2.1 the registered Domain Name; or

2.2.2 the entry of a Domain Name in the Registry Database.

2.3 All personal information pertaining to the Registrant is held by auDA for the benefit of the Australian public.

3.1 CONSENT TO USE REGISTRANT INFORMATION

3.1 The Registrant grants to auDA, the right to publicly disclose to third parties, all information relating to the registered Domain Names in accordance with the Published Policies which are available on auDA's website <http://www.auda.org.au>.

3.2 The Registrant grants to the Registrar, the right to disclose to the Registry Operator, all information which are reasonably required by the Registry Operator in order to register the Domain Name in the Registry.

3.3 The Registrant grants to the Registry Operator, the right to publicly disclose to third parties, all information relating to the registered Domain Name to enable the Registry Operator to maintain a public WHOIS service, provided that such disclosure is consistent with:

3.4 the National Privacy Principles; and

3.5 auDA's Published Policies.

4. CHANGE OF REGISTRARS

4.1 The Registrar must ensure that the Registrant can easily transfer registered Domain Names to another registrar in accordance with the Published Policies. The Published Policies include, but are not limited to, such matters as:

4.1.1 the maximum fees chargeable by the Registrar;

4.1.2 when fees are not chargeable by the Registrar;

4.1.3 the conditions pursuant to which the Registrar must transfer; and

4.1.4 the conditions pursuant to which the Registrar does not have to transfer.

4.2 In the event that:

4.2.1 the Registrar is no longer a registrar; or

4.2.2 the Registrar's auDA Accreditation is suspended or terminated; or

4.2.3 the Registrar Agreement is terminated by auDA, the Registrant is responsible for transferring the registered Domain Name to a new registrar in accordance with the Published Policies within 30 days of written notice being provided to the Registrant by auDA.

4.3 In the event that the Registrar Agreement between auDA and the Registrar is terminated, the Registrar must not charge the Registrant any fee for the transfer of the registered Domain Name to another registrar.

5. REGISTRAR'S OTHER OBLIGATIONS

5.1 The Registrar must immediately give written notice to the Registrant if:

5.1.1 the Registrar is no longer a registrar; or

5.1.2 the Registrar's auDA Accreditation is suspended or terminated; or

5.1.3 the Registrar Agreement is terminated by auDA.

5.2 auDA may post notice of:

5.2.1 the fact that the Registrar is no longer a registrar;

5.2.2 the suspension or termination of a Registrar's auDA Accreditation; or

5.2.3 the termination of the Registrar Agreement between auDA and the Registrar on its web site and may, if it considers appropriate, give such notice to the Registrant.

6. REGISTRANT'S OTHER OBLIGATIONS

6.1 Throughout the Term of the Registrant Agreement, the Registrant must:

6.1.1 comply with the Published Policies;

6.1.2 give notice to the Registry Operator, through the Registrar, of any change to any information in the Registrant Data.

6.2 The Registrant must not, directly or indirectly, through registration or use of its Domain Name or otherwise:

6.2.1 register a Domain Name for the purpose of selling it;

6.2.2 register a Domain Name for the purpose of diverting trade from another business or web site;

6.2.3 deliberately register misspellings of another entity's company or brand name in order to trade on the reputation of another entity's goodwill; and

6.2.4 register a Domain Name and then passively hold a Domain Name License for the purpose of preventing another registrant from registering it.

6.3 The Registrant must not in any way:

6.3.1 transfer or purport to transfer a proprietary right in any domain name registration;

6.3.2 grant or purport to grant a registered domain name as security; or

6.3.3 encumber or purport to encumber a domain name registration.

7. DISPUTE RESOLUTION

7.1 auDA currently has in place a dispute resolution policy called auDRP (the .au Dispute Resolution Policy) which applies in the event of disputes between a registrar and a registrant, or between a registrant and a third party, in relation to entitlements to domain names in .au. The auDRP binds the Registrar and the Registrant as if it were incorporated in the Registrant Agreement.

7.2 The Registrant acknowledges that auDA may develop and implement other dispute resolution policies which are accessible by the Registrant as an alternative and further to any complaints handling procedure prescribed by the Registrar. Such policies bind the Registrar and the Registrant as if they were incorporated in the Registrant Agreement.

8. REGISTRANT WARRANTIES

8.1 The Registrant warrants that it meets, and continues to meet, the eligibility criteria prescribed in auDA's Published Policies for registering a Domain Name. In the event that the Registrant ceases to meet such eligibility criteria, the Domain Name License may be terminated by either the Registrar or auDA.

8.2 The Registrant warrants that it has not previously submitted a domain name which is the same as the Domain Name for registration with another registrar where:

8.2.1 the Registrant is relying upon the same eligibility criteria for both domain names; and

8.2.2 the Domain Name has previously been rejected by the other registrar.

9. LIABILITIES

9.1 The Registrant must not pursue any claim against auDA, and auDA is not liable for any direct, indirect, special, punitive, exemplary or consequential damages, including but not limited to damages resulting from loss of use, lost profits, lost business revenue or third party damages arising from any breach by the Registrar of its obligations under the Registrant Agreement or the Registrar Agreement between auDA and the Registrar.

9.2 The Registrant acknowledges and agrees that if the Registrar has any outstanding fees owing to auDA, entitling auDA to terminate the Registrar Agreement between auDA and the Registrar, auDA may in its sole discretion terminate the Registrar Agreement.

9.4 Notwithstanding any other provision of this document and to the fullest extent permitted by law, auDA will not be liable to the Registrant for consequential, indirect or special losses or damages of any kind (including, without limitation, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by the Registrant as a result of any act or omission whatsoever of

auDA, its employees, agents or sub-contractors.

Nothing in this document is intended to exclude the operation of *Trade Practices Act 1974*.

10. WARRANTY STATEMENT

In addition to any other warranties set forth in this Agreement, Registrant (a) represents and warrants that all information provided to Registrar, and all supporting documents provided to Registrar, are true, accurate and complete, (b) authorizes Registrar to contact third parties, investigate, request and obtain additional information and documentation and otherwise verify the information contained in its Domain Name Application, (c) waives any and all liability on the part of the Registrar for any and all actions taken by Registrar in verifying the information provided in Registrant's Domain Name Application, (d) waives any and all liability on the part of the Registrar related to or arising from the acceptance or rejection of Registrant's Domain Name Application on the basis of any false or misleading information contained in any such application, (e) acknowledges that if its Domain Name Application is accepted on the basis of any false or misleading information contained therein that auDA reserves the right to cancel any such Domain Name License at any time in its sole discretion, and (f) acknowledges that its entitlement to the Domain Name may be challenged by a third party with legitimate rights in and to such Domain Name.

SCHEDULE C TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .BIZ TLD.

In addition to the terms set forth in Schedule A, the following terms shall apply to .biz domain names.

1. **Additional Representations and Warranties.** If you are applying for the registration of a domain name in the .biz top-level domain ("TLD"), you also represent and warrant that: (i) the domain name will be used primarily for bona fide business or commercial purposes and not (a) exclusively for personal use or (b) solely for the purposes of selling, trading or leasing the domain name for compensation, or the unsolicited offering to sell, trade or lease the domain name for compensation; and (ii) the domain name is reasonably related to your business or intended commercial purpose at the time of registration.

2. **Acknowledgment of Dispute Policies and Rules.** The registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

(i) The Uniform Domain Name Dispute Policy, available at <http://www.icann.org/udrp/udrp.htm>;

(ii) The Start-up Trademark Opposition Policy ("STOP"), available at <http://www.neulevel.com/countdown/stop.html>;

(iii) The Restrictions Dispute Resolution Criteria and Rules, available at <http://www.neulevel.com/countdown/rdrp.html>.

If at the time of your application for services in the .biz TLD, any of the above policies or rules (collectively ".biz Policies") have not yet been approved by ICANN (which may mean the .biz Policies are not available for viewing via live hyperlinks above), you agree to be bound by the terms of such .biz Policies upon such approval and in the final form approved by ICANN, as posted on our Web site or the ICANN Web site (located at www.icann.org). You agree that, by maintaining the services provided hereunder (which may include registration of a domain name) after such posting of any of the ICANN approved .biz Policies, you have agreed to the terms and conditions of the same. You acknowledge that if you do not agree to the .biz Policies, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

3. **Registry Actions or Inactions.** Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .biz registry. We cannot control and will not be responsible for the actions or inactions of such third parties. For example, the .biz registry has reserved the right to deny, cancel or transfer any domain name registration under certain circumstances. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .biz registry.

4. **Multiple Phases of Services.** Your application or registration (whether successful or not) for any .biz registry or .biz TLD services hereunder does not guarantee, and we do not promise, that you will be approved or eligible for any other services available or that may become available through us or any third party. For example, certain services in the .biz TLD are provided in sequential phases, and participation in one phase, does not automatically qualify you for participation in other phases, and any further participation is not automatic. The .biz registry, and not Network Solutions, determines the dates and times associated with the various service phases available in the .biz TLD. You agree to review and become familiar with the information available on our Web site and on the .biz Web

site concerning the various phases and descriptions of services available in connection with .biz TLD, and to regularly check for modifications and/or updates to such information, as the same may change from time to time. You agree that you are solely responsible for applying and/or registering for the service phases you desire to participate in. Additionally, you acknowledge and agree that the submission of an application for domain name registration or any other services, does not guarantee that you will ultimately be the registrant for a particular domain name, even if you participated in some other service associated with the domain name, such as an intellectual property notification service or similar service.

5. **Additional Acknowledgments Concerning Customer Information.** You also acknowledge and agree that Network Solutions will share with the .biz registry certain information submitted by you in your application(s) for our services, as required by our agreement(s) with the .biz registry or to provide the services you have applied for. You acknowledge and agree that any information we share with the .biz registry may be used by them to fulfill the .biz registry's service obligations to us or any third party. You hereby grant us and the .biz registry a limited, royalty-free, non-exclusive worldwide license to use all of the data contained in a Trademark.

6. **Disclaimer Concerning Intellectual Property Notification Service.** Your participation in an intellectual property notification service or similar service DOES NOT PROVIDE YOU WITH ANY INTELLECTUAL PROPERTY PROTECTIONS OR REGISTRATIONS, NOR DOES IT PROVIDE YOU WITH ANY RIGHTS TO ANY PARTICULAR DOMAIN NAME REGISTRATION. THIS IS A NOTIFICATION SERVICE ONLY. EVEN IF YOU PARTICIPATE IN THIS SERVICE, YOU MUST STILL SUBMIT AN APPLICATION FOR DOMAIN NAME REGISTRATION SERVICES TO BE ELIGIBLE TO BECOME THE REGISTRANT FOR THE DESIRED DOMAIN NAME(S).

7. **Survival of Terms.** You agree that the indemnity provisions set forth in this Schedule shall survive any termination of the Agreement.

8. **Terms of Use for IP Claim Service.** The following additional terms apply specifically to the Intellectual Property Claim Service (in this Section 8 of this Schedule, the "Claim Service") made available in the .biz TLD. For purposes of this Section 8, "Owner" shall mean the owner of a registered or common law trademark or service mark and "Agent" shall mean the duly authorized agent of an Owner (collectively "You"), and "Registrar" shall mean Network Solutions. These Terms of Use will continue to apply to all past use of the Claim Service by You, even if You are no longer using the Claim Service. You acknowledge and agree that Registrar may terminate or block Your use of all or part of the Claim Service without prior notice for any reason, including, without limitation, if Registrar believes You have engaged in conduct prohibited by these Terms of Use.

(a). **The Claim Service.** Registrar provides the Claim Service to holders of both registered and common law trademarks or service marks (collectively "Trademarks"). During the domain name application process, applicants for a .biz domain name ("Applicants") will be notified of an Owner's alleged intellectual property rights in a Trademark if the domain name contained in the domain name application is an exact match of the Trademark identified in an IP Claim (as defined below) submitted by Owner. You may review frequently asked questions regarding the Claim Service by reviewing our FAQs.

(b). **License to Use Data / Privacy.** By submitting an IP Claim, You hereby grant Registrar, as well as any of its agents or subcontractors, and the .biz registry, a limited, royalty-free, non-exclusive worldwide license to use all of the data contained in the IP Claim solely for the purposes of implementing the Claim Service, processing Your IP Claim, notifying Applicants of Your IP Claim, and for notifying You of changes to the Claim Service, and for archival purposes.

(c). **The IP Claim Process.** In order to submit a claim with respect to a Trademark or Trademarks ("IP Claim") through the Claim Service, You must complete an IP Claim form for each Trademark. For each IP Claim, You must submit complete contact information, representative contact information and notification details, and the details regarding the Trademark. You may specify in the representative field that an Agent may receive legal correspondence regarding the IP Claim. Once You have submitted an IP Claim, you will receive a confirmation email and a claim number. You must retain the claim number for each IP Claim You submit. Registrar will accept IP Claims until July 9, 2001, or such later date as it may determine in its sole discretion ("Close of Phase I") and no IP Claims will be accepted after that date. From the Close of Phase I until September 25, 2001 ("Phase 2"), or such other later date as Registrar may choose, in its sole discretion, the domain name applications from ICANN-approved registrars ("Applications") will be compared with the database of IP Claims processed through the Claim Service ("IP Claim Database"). For each exact match between an IP Claim in the IP Claim Database and a domain name application, the Registry Operator for .Biz ("Registry Operator") will notify the Applicant that a third party or third parties have submitted an IP Claim for the exact Trademark. The email notification to the Applicant will include, among other things, the information provided by Owner in the IP Claim, instructions on how to proceed with the registration process, and that if selected during the randomized name selection phase ("Name Selection Phase"), the domain name will be placed on a temporary thirty (30) day hold when the Registry goes "live." The Applicant will have the option to proceed with the Application or cancel the Application. If the Applicant does not respond to the email notification, or elects to cancel the Application, the Applicant's domain name application will not be processed during the Name Selection Phase. If the Applicant chooses to proceed with the registration process and the name is selected during the Name Selection Phase, that domain name automatically will be placed on a thirty (30) day "hold period" when the name is

registered. After Name Selection, the Owner will be notified by Registry Operator if an Applicant has successfully registered the domain name. The Owner will then have the option of contacting the Applicant and finding a solution or using the guidelines set forth by a special dispute resolution process called the Start-up Trademark Opposition Policy ("STOP") (formerly referred to as the Start-up Dispute Resolution Policy or "SUDRP") (information available at <http://www.neulevel.com/countdown/stop.html>), or the Uniform Domain-Name Dispute Resolution Procedures ("UDRP") (information is available at <http://www.icann.org/udrp/udrp-policy-24oct99.htm>). You will not be notified if there are no Applications that exactly match an IP Claim You submitted in the IP Claim Database.

USE OF THE SERVICE DOES NOT GUARANTEE THAT AN OWNER WILL BE AWARDED THE .BIZ EXTENSION FOR ITS TRADEMARK. AN OWNER THAT WISHES TO OBTAIN A .BIZ EXTENSION FOR ITS TRADEMARK MUST FILE A DOMAIN NAME APPLICATION. DOMAIN NAME APPLICANTS WILL ONLY BE NOTIFIED OF APPLICATIONS THAT ARE EXACT MATCHES WITH A TRADEMARK IDENTIFIED IN AN IP CLAIM FORM. REGISTRAR WILL NOT VERIFY WHETHER A TRADEMARK CLAIMED ON AN IP CLAIM FORM CORRESPONDS WITH AN ACTUAL, LEGAL OR VALID TRADEMARK, NOR WILL REGISTRAR PROVIDE ANY LEGAL OVERSIGHT OR ADJUDICATION FOR ANY DISPUTED INTELLECTUAL PROPERTY IMPLICATED BY THE SERVICE.

(d). Conduct. You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule.

(e) Fees. As consideration for the Claim Service, Registrar, or its agents or subcontractors may require you to submit and pay for each IP Claim individually or it may allow you store up a certain number of IP Claims before submitting them for processing. Once you have stored that number of IP Claims, you may not be able to store any additional IP Claims and may need to submit them for processing and pay the applicable fee before obtaining additional storage space. No refunds are permitted.

(f). Links. Some links on the Claim Service lead to sites posted by independent site owners. Because Registrar has no control over these sites, it cannot be responsible for such sites' accessibility via the Internet and does not endorse products, services, or information provided by such sites. As such, Registrar shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any content, goods or services available on or through any other site. Further, the inclusion of these links does not imply that the other sites have given permission for inclusion of these links, or that there is any relationship between Registrar and the linked sites.

(g). Modifications to the Claim Service. Registrar reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Claim Service (or any part thereof) with or without notice. You agree that will not be liable to You or to any third party for any modification, suspension, or discontinuation of the Claim Services.

(h). Third Party Beneficiary. Registry Operator ("NeuLevel") is an intended third party beneficiary of these Term and Conditions with rights to enforce these Terms of Use. You will cooperate in good faith with NeuLevel or Registrar in investigating instances of non-compliance with these Terms of Use, if NeuLevel or Registrar believes in good faith that you are not in compliance with these Terms of Use.

(i). You agree that Registrar and Registry Operator are not responsible for checking, verifying or editing message content or completeness, or for detecting errors or anomalies, or for recreating or re-transmitting data.

SCHEDULE D TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .INFO TLD.

In addition to the terms set forth in Schedule A above, the following terms shall apply to .info domain names.

1. Additional Provisions. You acknowledge and agree to the following: (i) you acknowledge and agree that Network Solutions will share with the .info registry certain information submitted by you in your application(s) for our services, and you consent to the use, copying, distribution, publication, modification and other processing of your personal data by the .info registry and its designees and agents in connection with the .info registry's service obligations to us or third parties, or as otherwise deemed necessary by the .info registry; (ii) you agree to submit to proceedings commenced under the Uniform Domain Name Dispute Resolution Policy ("UDRP") and the Sunrise Dispute Resolution Policy ("SDRP") (available at <http://www.afilias.info/faq/sunrise-challenge.html>), as these may be modified from time to time; (iii) you agree to immediately correct and update the registration information for any domain name registered hereunder during the registration term for such registered domain name; and (iv) you acknowledge that the .info registry will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a registered domain name during these periods, and (b) the results of any dispute over a "Sunrise Registration."

If at the time of your application for services in the .info TLD, the SDRP has not yet been approved by ICANN (which may mean the